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DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FOR
TRADEMARK



101037191

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): S2 Systems, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: NATIONSBANK, N.A. dba Bank of America
 Internal Address: 500 N. Akard
 Street Address: 500 N. Akard
 City: Dallas State: Texas ZIP: 75201
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National banking association
 Effective Date: April 9, 1999
 If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Effective Date: April 9, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
 1,531,797 1,672,411 2,009,654 1,860,286
 1,351,436 1,351,435 1,548,716
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name:
K. KaRan Reed
 Street Address:
Jenkins and Gilchrist, P.C.
1100 Louisiana Street, Suite 1800
Houston, Texas 77002-5214

6. Total number of applications and registrations involved:
 7. Total fee (37 CFR 3.41): \$ 190.00
 Enclosed
 Authorized to be charged to deposit account.
 (If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)
 8. Deposit Account number: 10-0447
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
K. KaRan Reed [Signature] 5/7/99
 Name of Person Signing Signature Date
 Attorney Docket:46715-00068 Total number of pages comprising cover sheet: 1

05/13/1999 JSHABAZZ 00000226 1531797
 01 FC:481 40.00 OP
 02 FC:482 150.00 OP

Date of Deposit May 7, 1999
 I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.
Sallie Carlisle
[Signature]

TRADEMARK SECURITY AGREEMENT

WHEREAS, S2 SYSTEMS, INC., a Delaware corporation ("Grantor") owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and NATIONSBANK, N.A., a national banking association dba Bank of America, National Association ("Secured Party"), are parties to that certain Loan Agreement, dated effective as of April 9, 1999, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement);

WHEREAS, pursuant to the terms of the Loan Agreement and that certain Security Agreement between Grantor and Secured Party, dated effective as of April 9, 1999 (the "Security Agreement"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks and all proceeds thereof, to secure the payment of all Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

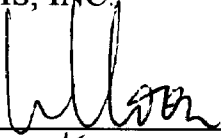
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any

trademark, trademark registration or trademark licensed under any trademark license.


This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 9th day of April, 1999.

S2 SYSTEMS, INC.

By: 
Name: Ivan Koon
Title: President

NATIONSBANK, N.A., dba BANK OF AMERICA, NATIONAL ASSOCIATION

By: 
Susan Rahe
Senior Vice President

ACKNOWLEDGMENT

STATE OF TX)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 9th day of April, 1999, by Ivan Koon, as President of S2 Systems, Inc., a Delaware corporation, on behalf of such corporation.



Tracy Lynn Joslin
Notary Public in and for the State of TX

My commission expires: 3/30/03

ACKNOWLEDGMENT

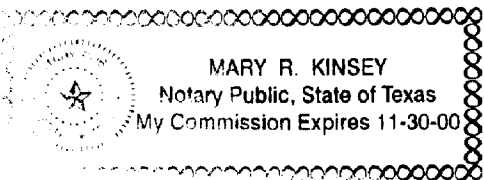
STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 16th day of April, 1999, by Susan Rahe, as Senior Vice President of NationsBank, N.A., a national banking association dba Bank of America, National Association, on behalf of such association.

{ Seal }

Mary R. Kinsey
Notary Public in and for the State of Tx

My commission expires: 11-30-00



Schedule 1
to
Trademark Security Agreement

TRADEMARK SUMMARY

Country	Trade or Service Mark	Date Registered	Registration Number
Argentina	Storenet	2/28/94	1566608
United States	Storenet/2	3/28/89	1531797
Argentina	ON/2	2/28/94	1566609
Argentina	Healthnet/2	2/28/94	1566607
United States	Healthnet	1/21/92	1672411
United States	S2	10/22/96	2,009,654
United States	ON/X	10/25/94	1,860,286
United States	ON/2	7/30/85	1,351,436
United States	Shared Financial Systems	7/30/85	1,351,435
United States	Shared Success	7/18/85	1,548,716